IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 5495 OF 2005.

Kiran Colour Industries. ... Petitioner.

V/s.

Shri Narayan Govindswami Mogare and another. ... Respondents.

K.S.Bapat with A.D.Patwardhan for the petitioner.

Avinash Fatangare for the respondent.

CORAM: V.C.DAGA, J.

DATED: 2nd May 2006.

P.C.:

. The learned counsel for the parties have presented consent terms dated 2nd May, 2006 said to have been signed by the petitioner and counter signed by the learned counsel for the petitioner and learned counsel for the respondent. It also bears left hand thumb impression of the respondent Mr.Narayan Govindswami Mogare, who is partially blind. The consent terms are taken on record and marked ‘X’ for identification.

2. According to the said consent terms, the petitioner has to pay Rs.60,000/- to the respondent in full and final settlement. The said

amount is to be paid out of the deposit made with this Court by the petitioner on 3rd March, 2006 in the sum of Rs.90,000/-. As per the consent terms, the balance amount over and above Rs.60,000/- is liable to be refunded to the petitioner- employer. In view of receipt of Rs.60,000/- together with proportionate interest accrued thereon, the respondent- workman has given up his right to claim reinstatement. He has also agreed in the consent terms that this settlement includes entire claim of back wages and nothing is due and payable from the employer. The consent terms further provides for setting aside the award passed by the Labour Court by consent in Reference (IDA) No.101/1996. The respondent- workman does not know English. Consequently the Reader/Associate of the Court has explained the contents of the consent terms to him in Marathi, which the respondent claims to have understood.

3. The learned counsel appearing for the parties brought to my notice the order dated 31st August, 2004 passed by learned single Judge (Smt.Nishita Mhatre, J.) in Writ Petition No.2988/1996. Under the said order, the petitioner was directed to deposit Rs.12,000/- with this Court. That amount was invested by this Court. As per the said order dated 31st August,

2004 the said amount of Rs.12,000/- together with the interest accrued thereon was to be shared between the petitioner and respondent- workman in the ratio of 50:50. Learned counsel for both parties make statement that the said amount has not been withdrawn by either of the parties. They submit that the parties be permitted to withdraw the said amount in terms of order dated 31st August, 2004.

4. The terms of the consent terms, explained to the respondent- workman in vernacular language, are reasonable and acceptable to this Court. Hence, the same are accepted. The impugned order/award, accordingly, stands modified. In addition to the terms of the consent terms, the parties to the petition shall be entitled to withdraw the amount deposited in this vide order dated 31st August, 2004 in Writ Petition No.2988/1996 with interest accrued thereon in the ratio of 50:50.

5. Petition stands disposed of in terms of this order and in terms of consent terms dated 2nd May, 2006, with no order as to costs.

(V.C.DAGA, J.)